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May 1, 2008

The Honorable Mary Pat Thyng
J. Caleb Boggs Federal Building
844 N. King Street
Room 2124, Lockbox 8
Wilmington, DE 19801

Re: *LG.Philips LCD Co., Ltd. v. Chi Mei Optoelectronics et al*,
Case Nos. 06-726-JJF and 07-357-JJF

I write on behalf of LG Display Co., Ltd. ("LG Display") in response to AU Optronics Corporation's ("AUO") letter of today (D.I. 196). LG Display submits that without a Court order directing the production of the actual license agreements, the mediation will not be as productive as it would otherwise be.

In its letter, AUO suggests that the parties can provide licensing information in the mediation statements without consent by simply identifying relevant terms and withholding names of the parties. That is not correct. LG Display (and presumably AUO) cannot disclose the terms of its license agreements anywhere, including its mediation statement, without consent of the other parties to its agreements because such disclosure would be a violation of the confidentiality provisions of the agreements, unless the Court enters an order compelling production. Moreover, providing such information without disclosing the names of the parties to the agreements would be futile in any event as it is critical to know who the parties are when analyzing the scope of each agreement.

AUO incorrectly recalls that the Court stated that it would prefer a chart outlining the material terms of the relevant license agreements *in lieu of* the agreements themselves. LG Display recalls that, during the conference call, the Court requested a chart *in addition to* the actual agreements so Your Honor did not have to take the time to parse through each agreement, but would have access to the full agreements as a reference, if necessary.

Finally, LG Display reminds the Court that AUO requested early mediation in this case, before the discovery period during which the parties would have produced their relevant license agreements. AUO implicitly suggests that the parties to its license agreements will ultimately give their consent. If they do not, a court order will likely be necessary anyway. Since mediation is less than two weeks away, we anticipate that the parties will not have the necessary



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consents in time. Without a court order, then, it is likely that the mediation willingly embraced by AUO will not be as productive as it could be. LG Display submits that its proposed solution is expedient and minimally intrusive.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard D. Kirk', written over a horizontal line.

Richard D. Kirk (rk0922)

cc: Counsel as shown on the attached certificate

CERTIFICATE OF SERVICE

The undersigned counsel certifies that, on May 1, 2008, he served the foregoing documents by email and by hand upon the following counsel:

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